

**STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY
QUALIFIED TARGET INDUSTRY
TAX REFUND AGREEMENT**

THIS QUALIFIED TARGET INDUSTRY TAX REFUND AGREEMENT SB16-027 (this "Agreement") is made and entered into by and between the Division of Strategic Business Development of the Florida Department of Economic Opportunity ("DSBD") and RWC Group, LLC, a Pennsylvania limited liability company (the "Company"), and any Subsidiary QTI Business and Affiliate QTI Business (as such terms are hereinafter defined) (collectively with the Company, the "QTI Business" and collectively with DSBD, the "Parties").

RECITALS

WHEREAS, based on the Application and the Qualified Target Industry Tax Refund attachment to the Application and any amendments thereto (collectively, the "Application") submitted by or on behalf of the Company (in such capacity, the "Applicant"), DSBD has determined that the Applicant's commitments regarding the QTI Business satisfy the requirements necessary to certify the QTI Business for participation in the Qualified Target Industry Tax Refund Program pursuant to Section 288.106 of the Florida Statutes (the "Program") and DSBD certified the QTI Business as a "qualified target industry business" in connection with the Project (as hereinafter defined) in accordance with Section 288.106 of the Florida Statutes on July 17, 2015 (the "Certification Date"); and

WHEREAS, this agreement is not a general obligation of the State of Florida, nor is it backed by the full faith and credit of the State of Florida. Payment of tax refunds is conditioned on and subject to specific annual appropriations by the Florida Legislature sufficient to pay amounts authorized in section 288.106, Florida Statutes.

NOW, THEREFORE, for and in consideration of the agreements, covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. NOTICES.

(a) All notices and demands that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given if delivered to the Parties in accordance with this Section 1 at the following respective addresses:

If to DSBD:

Florida Department of Economic Opportunity
Division of Strategic Business Development
107 East Madison Street, MSC 80,
The Caldwell Building
Tallahassee, Florida 32399
Telephone: (850) 717-8960
Facsimile: (850) 410-4770

If to the QTI Business:

RWC Group, LLC
911 William Leigh Drive
Tullytown, Pennsylvania 19007
Telephone: [215 949-9944]
Facsimile: [215 949-9191]

(b) All notices and demands to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered, (ii) when transmitted via facsimile to the number set out above if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a reputable national overnight air courier service, or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid. Notices and demands, in each case to the respective Parties, shall be sent to the applicable address set forth in Section 1(a), unless another address has been previously specified in writing in accordance with this Section 1(b).

2. ADMINISTRATORS.

(a) DSBD's administrator in connection with this Agreement is David Zeckman, Chief of Compliance and Accountability.

(b) The QTI Business' administrator in connection with this Agreement is:

Name: [EVROLD HENRY]
Title: [CFO]
E-mail: [EHENRY@KALASHNIKOV-USA.COM]
Telephone: [215 949 9944 x 115]

(c) All approvals and certifications pursuant to this Agreement must be obtained from the Parties' respective administrators or their respective designees.

(d) The Parties may replace their respective administrators by delivering written notice of the appointment of a replacement administrator to the other Party in accordance with Section 1.

3. TERM. This Agreement is effective as of the date on which DSBD executes this Agreement (such date, the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2022 (the "Expiration Date") or (b) the date on which this Agreement is terminated pursuant to Section 10. Notwithstanding the foregoing, the provisions of Sections 1, 3, 10, 11, 13, 14, 16, 17, 19 through 21 and 23 shall survive the termination or expiration of this Agreement; provided, however, that the record-keeping and audit-related obligations set forth in Section 13 shall terminate in accordance with the requirements of Section 13.

4. QTI BUSINESS DESCRIPTION.

(a) The Company's federal employer identification number ("FEIN") is [REDACTED] its reemployment tax ("RT") number is [REDACTED], and, if applicable, its Florida Department of Revenue sales/use tax identification number is [REDACTED].

(b) For purposes of this Agreement, the Subsidiaries of the Company listed in Exhibit C, as amended to include additional Subsidiaries from time to time (each, a "Subsidiary QTI Business"), may

perform the obligations of the Company set forth in Section 6(a), (b), (c), (d) and (e) (such obligations, the "Project Job Requirements"). The Company covenants and agrees to cause each Subsidiary QTI Business to comply with each of the covenants and obligations of the QTI Business set forth in this Agreement. For purposes of this Agreement, the term "Subsidiary" means any corporation, limited liability company, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by the Company or one or more of the other Subsidiaries of the Company or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity, a majority of the membership, partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by the Company or one or more Subsidiaries of the Company or a combination thereof.

(c) For purposes of this Agreement, the Affiliates of the Company that execute and deliver to DSBD a joinder in the form of Exhibit D (a "Joinder") may perform the Project Job Requirements (each, an "Affiliate QTI Business"). For purposes of this Agreement, the term "Affiliate" means any entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Company, where the term "control" (including the terms "controlling," "controlled by" and "under common control with") means possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise; provided, however, that the term "Affiliate" shall not include any Subsidiary.

(d) The Company may submit claims for tax refunds pursuant to Section 6(g) for eligible taxes paid by any Subsidiary QTI Business or Affiliate QTI Business; provided, that either (i) such taxes relate directly to the Project (as hereinafter defined), the location of the Project or business activities at the location of the Project or (ii) such Subsidiary QTI Business or Affiliate QTI Business is engaged in the same target industry as the Company in the State of Florida (Manufacturing).

(e) The QTI Business' taxable year begins on January 1 and ends on December 31 of each calendar year.

5. PROJECT DESCRIPTION. The project is limited to the location of the QTI Business' firearms manufacturing and distribution operations in Pompano Beach, Florida (the "Project").

6. DUTIES OF THE QTI BUSINESS. The QTI Business covenants and agrees that:

(a) For the purpose of determining the QTI Business' satisfaction of the Project Job creation requirements, the QTI Business' average number of employees during the twelve (12) month period beginning on May 1, 2014 and ending on April 30, 2015 (the "Base Jobs") shall be calculated in accordance with Exhibit B.

(b) The QTI Business shall create at least 54 net new-to-Florida full-time-equivalent jobs in connection with the Project at the Project's location(s), as measured in accordance with Exhibit B (the "Project Jobs"); provided, however, that only those employees hired on or after the date of the letter preserving inducement (May 1, 2015) (the "LPI Date") and working at the Project's location(s) on or after the Effective Date shall constitute "Project Jobs" under this Agreement. Notwithstanding anything in this Agreement to the contrary, in no event shall jobs in respect of which the QTI Business or any of its Affiliates received or receives QTI tax refunds pursuant to any other agreement with DSBD be considered "Project Jobs" under this Agreement and neither the QTI Business nor any of its Affiliates shall receive QTI tax refunds under any other agreement for Project Jobs with respect to which the QTI Business received QTI

tax refunds under this Agreement. In the event that the QTI Business is party to any other agreement with DSBD that was entered into prior to the Effective Date with respect to jobs created or to be created at the same location(s) as the Project and that is in effect as of the Effective Date, any jobs created at the Project's location(s) shall be considered Project Jobs only after the QTI Business has satisfied its job creation requirements with respect to such period under such other agreement.

(c) The Company shall provide evidence to DSBD's reasonable satisfaction that the QTI Business has created the Project Jobs in accordance with the following schedule (the "Job Creation Schedule"):

Project Job Creation Schedule		
Implementation Date	Project Jobs Per Phase	Aggregate Project Jobs
December 31, 2015	28	28
December 31, 2016	12	40
December 31, 2017	14	54

(d) The Company shall provide evidence to DSBD's reasonable satisfaction that the average annualized wage of the Project Jobs is at least \$51,266, as measured in accordance with Exhibit B (the "Project Wage").

(e) The Company shall provide evidence satisfactory to DSBD in its reasonable discretion that the QTI Business has maintained the Project Jobs paying the Project Wage from January 1, 2018 until at least December 31, 2020 (the "Job Maintenance Period").

(f) The Company shall annually submit certifications with respect to the QTI Business' employment and average annualized wage paid in connection with its satisfaction of the Project Job Requirements using a QTI claim application in the form provided by DSBD or an alternative form that is satisfactory to DSBD in its reasonable discretion and provide supporting documentation that is satisfactory to DSBD in its reasonable discretion in respect of each year that coincides with the Job Creation Schedule or the Job Maintenance Period by no later than January 31 of each calendar year immediately following each such period (the "QTI Claim Deadline"); provided, however, that the Company may request a thirty (30) day extension of the QTI Claim Deadline in writing delivered to DSBD prior to the expiration of the QTI Claim Deadline.

(g) The claim for a tax refund scheduled for any State of Florida fiscal year (July 1 - June 30) shall:

(i) Be filed by the Company after the December 31 Project Job phase implementation date, but before January 31 of that same State of Florida fiscal year (subject to Section 6(f)), for the tax refund scheduled to be paid in the State of Florida fiscal year starting on the following July 1;

(ii) Be filed by the Company on forms obtained from DSBD;

(iii) Not exceed the amounts specified in Section 8(b) of this Agreement;

(iv) Be based on the taxes as set forth in Section 7(a) of this Agreement that were due and paid by the QTI Business after the beginning of the QTI Business' first taxable year that begins after the Effective Date; or be based on the taxes set forth in Section 7(b) of this Agreement that were due and paid by the QTI Business after the Effective Date; and/or

(v) Be documented with receipts of these tax payments as specified in Exhibit B.

(h) Funding from local sources, public or private, in an amount equal to twenty percent (20%) of the QTI Business' annual tax refund shall be paid to the Economic Development Trust Fund ("Local Financial Support"). The QTI Business may not provide, directly or indirectly, more than five percent (5%) of the Local Financial Support in any fiscal year. If the Local Financial Support consists of direct payments, ad valorem tax abatement or the appraised market value of municipal or county land conveyed or provided at a discount to the QTI Business, the notice – Local Financial Support Transmittal Form – along with the direct payment, a copy of the ordinance granting the ad valorem abatement, or documentation of the land value shall be delivered to DSBD. DSBD must receive all payments and notices of ad valorem tax abatements or the appraised market value of municipal or county land conveyed or provided at a discount to the QTI Business before a payment is made based on a claim submitted pursuant to Section 6(g)(i) of this Agreement.

(i) If taxes that formed the basis for a tax refund under this Agreement are subsequently adjusted by the application of any credit, tax refund, or exemption for any reason other than those tax refunds provided pursuant to this Agreement, then the Company shall notify and tender payment to DSBD in the amount of the adjustment within (20) days after receiving such adjustment; provided, however, that the payment that the Company is required to tender to DSBD shall not exceed the amount of the tax refund issued by DSBD in respect of such adjusted tax.

(j) Promptly (and in any event within five (5) business days after the QTI Business has knowledge), the Company shall notify DSBD in writing of (i) any developments that materially and adversely affect the ability of the QTI Business to perform its obligations under this Agreement; (ii) the occurrence of a Termination Event (as hereinafter defined); or (iii) the occurrence of a Change of Control of the Company. For purposes of this Agreement, the term "Change of Control" means any transaction or series of related transactions pursuant to which any person or entity that is not an Affiliate or group of related persons or entities (together with such persons' or entities' Affiliates) (A) directly or indirectly acquires more than fifty percent (50%) of the issued and outstanding voting stock of or equity interests in the Company, (B) directly or indirectly acquires, leases or exchanges all or substantially all of the consolidated assets of the Company and its Subsidiaries, or (C) directly or indirectly acquires the Company by merger with and into another entity; provided, however, that, in each such case, the applicable transaction shall not be a "Change of Control" if the Company's stockholders or members of record as constituted immediately prior to such acquisition, lease, exchange, or sale hold more than fifty percent (50%) of the voting power and have the right to elect or appoint a majority of the members of the board of directors or similar governing body of the surviving or acquiring entity.

(k) The Company shall maintain personnel and financial records and reports related to the Project Job Requirements that are the subject of this Agreement and submit reports to DSBD or its designee for verification as requested by DSBD or its designee.

(l) Notwithstanding anything in this Section 6 or Section 8 to the contrary, subject to the terms and conditions of Section 6(l), (m) and (n), DSBD hereby grants to the Company the one-time right, privilege and option (the "Option") to extend the Job Creation Schedule, the Tax Refund Schedule, the Job Maintenance Period, and the Expiration Date by twelve (12) months.

(m) The Option shall be exercisable in whole but not in part at any time from and after the Effective Date. The Company may exercise the Option by delivering to DSBD written notice of the Company's intention to exercise the Option (an "Exercise Notice") in accordance with Section 1. Notwithstanding anything in this Section 6(l), (m) or (n) to the contrary, the exercise of the Option shall not be effective unless and until DSBD receives a letter or letters from the body or bodies, as the case may be, that are providing any Local Financial Support consenting to the exercise of the Option, in form and substance satisfactory to DSBD in its reasonable discretion (each, a "Local Financial Support Consent"). Upon DSBD's receipt of an Exercise Notice and any Local Financial Support Consents, the exercise of the Option shall be irrevocable and, once exercised, the Option shall terminate.

(n) In the event that the Company exercises the Option pursuant to Section 6(m), all scheduled tax refunds to be paid after the effective date of the exercise of the Option in accordance with the Tax Refund Schedule shall be reduced by five percent (5%) of the applicable scheduled tax refund.

7. ELIGIBLE TAXES.

(a) Subject to Section 4(d) and Section 6(g)(iv), the Company may submit claims for tax refunds for the following taxes:

- (i.) Corporate income taxes paid pursuant to Chapter 220 of the Florida Statutes; and
- (ii.) Insurance premium taxes paid pursuant to Section 624.509 of the Florida Statutes.

(b) Subject to Section 4(d) and Section 6(g)(v), the Company may submit claims for tax refunds for the following taxes:

- (i.) Sales, use, and other transactions taxes paid pursuant to Chapter 212 of the Florida Statutes;
- (ii.) Intangible personal property taxes paid pursuant to Chapter 199 of the Florida Statutes;
- (iii.) Excise taxes paid on documents pursuant to Chapter 201 of the Florida Statutes;
- (iv.) Ad valorem taxes paid pursuant to Section 220.03(1)(a) of the Florida Statutes; and
- (v.) State communications services taxes paid pursuant to Chapter 202 of the Florida Statutes.

(c) Notwithstanding anything herein to the contrary, eligible taxes pursuant to this Section 7 shall not include any gross receipts taxes imposed under Chapter 203 of the Florida Statutes and administered under Chapter 202 of the Florida Statutes or any local communications services taxes authorized under Section 202.19 of the Florida Statutes.

(d) Subject to Section 4(d), only the taxes specified in this Section 7 and Exhibit B that the QTI Business pays shall be eligible for tax refunds under this Agreement.

8. DUTIES OF DSBD.

(a) DSBD shall measure the QTI Business' satisfaction of its obligations set forth in Section 6(b) through (e), and Section 7(a) and (b) of this Agreement in accordance with Exhibit B.

(b) If the QTI Business satisfies the requirements of this Agreement and Section 288.106 of the Florida Statutes, then DSBD shall disburse or cause the disbursement of up to a total of \$162,000 in tax refunds, including Local Financial Support, to the QTI Business in accordance with the following schedule (the "Tax Refund Schedule"):

Eligible Refund Schedule	
Fiscal Year	Maximum Tax Refund Per Fiscal Year
2016-2017	\$21,000
2017-2018	\$30,000
2018-2019	\$40,500
2019-2020	\$40,500
2020-2021	\$19,500
2021-2022	\$10,500

Notwithstanding anything in this Agreement to the contrary, in no event shall any tax refund exceed the amounts specified above, or in the aggregate exceed \$162,000.

(c) If the QTI Business fails to satisfy the Project Job and/or the Project Wage requirements set forth in Section 6 for an applicable measurement period, but fulfills all other applicable requirements under this Agreement, then DSBD shall approve a pro-rated tax refund pursuant to Section 8(d), less a five percent (5%) penalty; provided, that the QTI Business proves to the satisfaction of DSBD that it has created at least eighty percent (80%) of the Project Jobs required pursuant to Section 6 for the applicable measurement period (the "Minimum Project Job Requirements"), and the average annualized wage paid by the QTI Business in respect of the Project Jobs is at least ninety percent (90%) of the Project Wage, but in no case less than 115 percent of the average annual private sector wage in Broward County for the year ended December 31, 2013 (the "Minimum Project Wage Requirement").

(d) If the QTI Business fails to satisfy the Project Job and/or the Project Wage requirements set forth in Section 6 for an applicable measurement period, but the QTI Business satisfies the Minimum Project Job Requirements and the Minimum Project Wage Requirement for such period, then the refund shall be pro-rated as determined by first multiplying the scheduled tax refund set forth in Section 8(b) by a quotient, the numerator of which is the lesser of (x) the actual number of Project Jobs for the relevant period and (y) the required number of Project Jobs for such period, and the denominator of which is the required number of Project Jobs for such period, and multiplying the result of that computation by a quotient, the numerator of which is the lesser of (x) the actual average annualized wage paid by the QTI Business in respect of the Project Jobs during the relevant time period and (y) the Project Wage and the denominator of which is the Project Wage. As a condition precedent to receiving a pro-rated tax refund pursuant to this

Section 8(d), the QTI Business must agree to amend this Agreement with DSBD to ensure that the terms of this Agreement comply with current law and policies governing the Program.

(e) Notwithstanding anything in this Agreement to the contrary, the State's share of any tax refund pursuant to this Agreement shall not exceed eighty percent (80%) of such tax refund. If, for any fiscal year, ad valorem tax abatement or the appraised market value of municipal or county land conveyed or provided at a discount to the QTI Business is used as full or partial payment of Local Financial Support, the eligible tax refund payment for that fiscal year will be reduced by the amount of the ad valorem tax abatement or the difference between the appraised market value and the discounted value of the conveyed land.

(f) If in any State fiscal year, the Florida Legislature does not appropriate an amount sufficient to fulfill a fiscal year's actual or projected scheduled tax refunds, then DSBD will notify the Company of this event and how this event will impact the QTI Business in terms of the tax refunds scheduled pursuant to Section 8(b).

(g) DSBD will approve or disapprove a tax refund claim by June 30 following the scheduled date for submission of the relevant tax refund claim. Upon the Company's written request, this date may be extended at DSBD's sole discretion for the purpose of filing additional information in support of the claim.

9. REPRESENTATIONS AND WARRANTIES OF THE QTI BUSINESS. Each of the Company and any Affiliate QTI Business hereby makes the following representations and warranties to DSBD, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing DSBD to enter into this Agreement, and in reliance on which DSBD has entered into this Agreement, as of the Effective Date, the dates on which the Company submits each submittal required under this Agreement, the date of any Exercise Notice, and the dates on which the QTI Business receives any tax refund pursuant to this Agreement, that:

(a) Organization: Power and Authority. The QTI Business is duly organized, validly existing in good standing in its state of incorporation or formation, and has all requisite power and authority to own, lease and operate its properties and to carry on its business as currently conducted.

(b) Authorization and Binding Obligation. The Company and any Affiliate QTI Business have all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate or limited liability company action on the part of the Company and any Affiliate QTI Business. This Agreement has been duly executed and delivered by the Company and any Affiliate QTI Business and, assuming the due authorization, execution and delivery of this Agreement by DSBD, constitutes the legal, valid and binding obligation of the QTI Business, enforceable against the QTI Business in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

(c) No Violations; No Material Adverse Change. The execution and delivery by the Company and any Affiliate QTI Business of this Agreement and the performance by it of the transactions contemplated hereby do not (i) conflict with or result in a breach of any provision of the QTI Business' certificate of incorporation, certificate of formation, bylaws, operating agreement or similar constitutive document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification,

cancellation or acceleration under the terms, conditions, or provisions of any of the QTI Business' indentures, material agreements or other material instruments or (iii) violate any applicable law or regulation. The QTI Business has not been convicted of a "public entity crime" (as such term is defined in Section 287.133 of the Florida Statutes) nor has the QTI Business been placed on the "discriminatory vendor list" (as such term is defined in Section 287.134 of the Florida Statutes). Neither the QTI Business, its Affiliates, nor any person or entity that possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the QTI Business or any of its Affiliates, whether through the ownership of voting securities, by contract or otherwise, is listed on the Specially Designated Nationals List or the Foreign Sanctions Evaders List, in each case, as maintained by the United States Department of the Treasury. No event, change or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the business, assets, operations or financial condition of the QTI Business, or the Project, in each case, since the date of the Application.

(d) Location Decision. In accordance with Section 288.106 of the Florida Statutes, the Applicant submitted, or caused to be submitted, the Application to DSBDB prior to the QTI Business having made its decision to locate the Project in Florida and the availability of the QTI tax refunds in connection with the Project is an important factor in the QTI Business' decision to locate the Project in Florida.

(e) Litigation; Compliance with Laws. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental authority is pending or, to the knowledge of the QTI Business, threatened by or against the QTI Business or any of its Subsidiaries or Affiliates or against any of its or their respective properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the business, assets, operations, or financial condition of the QTI Business, the Project, or the QTI Business' ability to perform its obligations under this Agreement. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, any other prosecutorial or law enforcement authority in the State of Florida, or any regulatory body in the State of Florida is pending or, to the knowledge of the QTI Business, threatened by or against the QTI Business or any of its Subsidiaries or Affiliates in, or with respect to any conduct in, the State of Florida. No permanent injunction, temporary restraining order or similar decree has been issued against the QTI Business or any of its Subsidiaries or Affiliates which, individually or in the aggregate, could reasonably be expected to have a material and adverse effect on the business, assets, operations, or financial condition of the QTI Business, the Project, or the QTI Business' ability to perform its obligations under this Agreement. Neither the QTI Business, its Subsidiaries, its Affiliates, nor any of its material properties or assets has in the last three years been in violation of, nor will the continued operations of its material properties and assets as currently conducted, violate any law, rule, or regulation applicable to the QTI Business (including any zoning or building ordinance, code or approval, or any building permit where such violation or default would be material to the QTI Business), or is in default with respect to any judgment, writ, injunction, decree, or order applicable to the QTI Business of any governmental authority, in each case, where such violation or default could, individually or in the aggregate, reasonably be expected to result in a material and adverse effect on the business, assets, operations, or financial condition of the QTI Business, the Project, or the QTI Business' ability to perform its obligations under this Agreement or constitutes a crime under the laws of the United States, Florida, or any other state or territory of the United States.

(f) Subsidiary QTI Businesses and Affiliate QTI Businesses. In the event that any Subsidiary QTI Business or Affiliate QTI Business is included in the Project pursuant to Section 4(b) or (c), then each such Subsidiary QTI Business is a Subsidiary and each such Affiliate QTI Business is an Affiliate, as the case may be. In the event that the Company submits any claim for tax refunds pursuant to

Section 6(g) for eligible taxes paid by any Subsidiary QTI Business or Affiliate QTI Business, then each such Subsidiary QTI Business or Affiliate QTI Business satisfies the eligibility criteria pursuant to Section 4(d).

(g) Express Representations and Warranties; No Material Misstatements. DSBD shall be deemed to have relied upon the express representations and warranties set forth herein notwithstanding any knowledge on the part of DSBD of any untruth of any such representation or warranty of the QTI Business expressly set forth in this Agreement, regardless of whether such knowledge was obtained through DSBD's own investigation or otherwise, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement. No information, report, financial statement, exhibit or schedule (other than forward-looking statements and projections) furnished by the Applicant or the QTI Business to DSBD or Enterprise Florida, Inc., in connection with the negotiation of this Agreement (including, without limitation, the Application) or delivered pursuant to this Agreement, when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

10. TERMINATION.

(a) DSBD may terminate this Agreement in the event that (i) the QTI Business breaches any of its representations, warranties, covenants, or other obligations in this Agreement in any material respect; (ii) the QTI Business or any of its employees or agents commits fraud or willful misconduct in connection with this Agreement, the Application, or the transactions contemplated hereby and thereby; (iii) the QTI Business fails to satisfy the Minimum Project Job Requirements and/or the Minimum Project Wage Requirement for any applicable measurement period; (iv) the QTI Business institutes or consents to the institution of any bankruptcy or insolvency proceeding, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer is appointed without the application or consent of such person or entity and the appointment continues undischarged or unstayed for sixty (60) calendar days; or any bankruptcy or insolvency proceeding relating to the QTI Business or to all or any material part of its property is instituted without the consent of the QTI Business and the QTI Business fails to challenge such proceeding or such proceeding is challenged but continues undismissed or unstayed for sixty (60) calendar days, or an order for relief is entered in any such proceeding; (v) the QTI Business becomes unable to or admits in writing its inability or fails generally to pay its debts as they become due, or any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of the QTI Business or the QTI Business otherwise becomes insolvent; or (vi) the QTI Business decides either (A) not to proceed with the Project, including upon receipt by DSBD of the QTI Business' written request to withdraw from participation in the Program, or (B) to proceed with the Project in a location other than Broward County, Florida ((i) through (vi) collectively, the "Termination Events"); provided, however, that if the QTI Business does not satisfy the applicable Project Job Requirements, but the QTI Business satisfies the applicable Minimum Project Job Requirements and the Minimum Project Wage Requirement, then such failure shall not constitute a Termination Event. Notwithstanding anything in this Section 10(a) to the contrary, if the QTI Business does not satisfy the time requirements of Section 6(f) and (g), then such failure alone shall not constitute a Termination Event; provided, that the Company provides evidence to DSBD's reasonable satisfaction that the QTI Business has satisfied the applicable Minimum Project Job Requirements and the Minimum Project Wage Requirement for such period by no later than October 1st immediately following the QTI Claim Deadline. Notwithstanding the foregoing, the QTI Business shall lose eligibility for any tax refunds scheduled for the State of Florida fiscal year if the Company fails to satisfy the applicable time requirements of 6(f) and (g).

(b) The Company may terminate this Agreement in the event that (i) DSBD breaches any of its covenants or other obligations in this Agreement in any material respect or (ii) the QTI Business decides not to proceed with the Project at any time prior to submitting its first claim for a tax refund pursuant to this Agreement.

(c) Notwithstanding anything in this Agreement to the contrary, the termination of this Agreement will result in the loss of eligibility for receipt of all tax refunds previously approved and scheduled, but not paid, as well as the revocation of QTI Business' certification as a "qualified target industry business" in connection with the Project pursuant to Section 288.106 of the Florida Statutes.

(d) If either Party avails itself of the right to terminate this Agreement, then such Party shall deliver written notice of such termination to the other Party with reference to the particular provision of this Agreement pursuant to which such Party is terminating this Agreement.

(e) In the event that the QTI Business fails to satisfy its obligations pursuant to Section 8 and DSBD terminates this Agreement pursuant to Section 10(a)(iii) or (vi) or the QTI Business terminates this Agreement pursuant to Section 10(b)(ii), the Company will provide to DSBD a brief explanation in writing of the reason(s) therefore.

11. CHOICE OF LAW; VENUE, JURISDICTION AND WAIVER OF JURY TRIAL. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties hereby agree that the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. **IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.**

12. ATTORNEYS' FEES; EXPENSES. Except as set forth in Sections 14 and 17, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby. All costs and expenses incurred by the QTI Business in connection with this Agreement and the transactions contemplated hereby shall be the sole responsibility of the QTI Business.

13. RECORD-KEEPING AND AUDIT-RELATED OBLIGATIONS.

(a) Records pertaining to this Agreement, which include, without limitation, supporting documentation for the application process, the Application, documentation pertaining to the award of eligible tax refunds pursuant to this Agreement, and records sufficient to demonstrate compliance with the terms of this Agreement, including personnel and financial records, and reports related to the Project Jobs and Project Wage requirements, and eligible taxes paid under this Agreement, shall be retained by the QTI Business for the longer of (i) five (5) state fiscal years after the term of this Agreement, which includes satisfaction of all reporting requirements and receipt of all payments due under this Agreement; provided, that all applicable audits have been released, or (ii) five (5) years after the date that the last audit report is released. If any litigation, claim, negotiation, or other action involving records has been started before the

expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The QTI Business shall maintain these records in accordance with applicable laws, rules, and regulations.

(b) The records identified in Section 13(a) shall be subject at all times to inspection, review, or audit by DSBD or its designee, or by state personnel of the Office of the Auditor General or Department of Financial Services, or by other state personnel. Copies of the reporting package required by this Agreement shall be submitted by or on behalf of the Company to DSBD and the State of Florida Auditor General. The Company and any Affiliate QTI Business shall, and the Company shall cause any Subsidiary QTI Business to, upon the request of DSBD, afford to DSBD and each of its respective employees, advisors, counsel, and other authorized representatives, during normal business hours, reasonable access, upon reasonable advance notice, to all of the books, records, and properties of the QTI Business that are reasonably related to this Agreement and to all managers and employees of the QTI Business who are reasonably necessary to conduct such on-site audit.

14. PUBLIC RECORDS. The QTI Business shall comply with the provisions of Chapter 119 of the Florida Statutes applicable to this Agreement as the same may be limited or construed by other applicable law. It is expressly understood that DSBD may terminate this Agreement for the QTI Business' refusal to comply with the applicable provisions of Chapter 119 of the Florida Statutes. In the event that the QTI Business receives a request for a "public record" (as such term is defined in Section 119.011 of the Florida Statutes) in connection with this Agreement, the Company shall provide notice to DSBD of such request and shall forward the request to PRRequest@deo.myflorida.com as soon as practicable after the QTI Business' receipt of such request. If the QTI Business submits records to DSBD that are confidential and exempt from public disclosure as trade secrets pursuant to Section 288.075(3) of the Florida Statutes or proprietary confidential business information pursuant to Section 288.075(4) of the Florida Statutes, such records should be marked accordingly by the QTI Business prior to submittal to DSBD. In the event that DSBD's claim of exemption asserted in response to the QTI Business' assertion of confidentiality is challenged in a court of law, the QTI Business shall defend, assume and be responsible for all fees, costs and expenses in connection with such challenge.

15. LOBBYING. Pursuant to Sections 11.062 and 216.347 of the Florida Statutes, the QTI Business shall use no portion of the tax refunds that it receives pursuant to this Agreement for the purpose of lobbying the Florida Legislature, executive branch, judicial branch, or any state agency.

16. NON-ASSIGNMENT. The QTI Business shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DSBD, which consent may be withheld in DSBD's sole and absolute discretion. DSBD will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice to the QTI Business. Any attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*.

17. INDEMNIFICATION. Each QTI Business and its successors and permitted assigns shall, jointly and severally, indemnify, defend, and hold harmless the State, the Florida Department of Economic Opportunity and DSBD, and their officers, agents, and employees (collectively, the "Indemnified Parties") from and against and pay on behalf of or reimburse such Indemnified Parties as and when incurred, for any and all Losses (as defined below), which any such Indemnified Party may suffer, sustain or become subject to, as a result of, in connection with, or relating to: (a) the breach of any representation, warranty, covenant, or agreement made by the QTI Business in this Agreement or the Applicant in the Application, or any

allegation by a third party that, if true, would constitute such a breach; and (b) any arrangement made by or on behalf of the QTI Business or any of its Subsidiaries, Affiliates or representatives with any consultant, broker, finder or agent in connection with this Agreement or the transactions contemplated hereby. As used herein, the term “Losses” means any loss, liability, action, cause of action, cost, damage or expense, in each case whether or not arising out of third-party claims, including interest, penalties, and reasonable attorneys’ fees and expenses (including such reasonable attorneys’ fees and expenses incurred in connection with the enforcement of DSBD’s rights under this Agreement) and all amounts paid in investigation, defense, prosecution or settlement of any of the foregoing.

18. FLORIDA SUBSTITUTE FORM W-9. The Company shall register its W-9 on the Florida Department of Financial Services’ website (<http://flvvendor.myfloridacfo.com>) and register as a vendor on the MyFloridaMarketPlace website (<http://myfloridamarketplace.com>). Notwithstanding anything in this Agreement to the contrary, DSBD shall not authorize the disbursement of any QTI tax refunds to the Company unless and until the Company has a verified Substitute Form W-9 on file with the Florida Department of Financial Services and is registered as a vendor with the Florida Department of Management Services.

19. CONSTRUCTION; INTERPRETATION. The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term “this Agreement” means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

20. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. DSBD and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State’s option to withhold for the purposes of set-off any moneys due to the QTI Business under this Agreement up to any amounts due and owing to DSBD with respect to this Agreement, any other

contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State or its representatives.

21. ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the QTI Business and the authorized agent of DSBD. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

22. SINGLE AUDIT ACT. In the event that the Florida Department of Financial Services provides a written opinion or determination to DSBD that awards under the Program pursuant to Section 288.106 of the Florida Statutes are not subject to the single-audit or project audit requirements of the Florida Single Audit Act (Section 215.97 of the Florida Statutes), then the Parties shall amend this Agreement in order to specify the non-applicability of those requirements in Exhibit A hereto.

23. NO THIRD-PARTY BENEFICIARIES. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

24. COUNTERPARTS. This Agreement may be executed in one or more counterparts, any one of which need not contain the signature of more than one Party, but all such counterparts taken together will constitute one and the same instrument.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the Effective Date.

QTI BUSINESS:

RWC GROUP, LLC

By: 

Name: Evrold Kozmy

Title: CEO

Date: 9/24/15

DSED:

**FLORIDA DEPARTMENT OF ECONOMIC
OPPORTUNITY, DIVISION OF STRATEGIC
BUSINESS DEVELOPMENT**

By: 

Name: Cissy Proctor

Title: Chief of Staff

Date: October 9, 2015

List of Exhibits:

Exhibit A	Special Audit Requirements
Exhibit B	Criteria for Measuring the Achievement of Performance Conditions
Exhibit C	Subsidiary QTI Businesses
Exhibit D	Form of Joinder

**Approved as to form and legal
sufficiency, subject only to full and
proper execution by the Parties**

**Office of the General Counsel
Department of Economic Opportunity**

By: 

Approved Date: 10/2/2015

EXHIBIT A*

***This Exhibit is a Department of Financial Services form adopted by Rule and may not be revised.**

EXHIBIT A
SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Economic Opportunity's Division of Strategic Business Development (DSBD) to the QTI Business may be subject to audits and/or monitoring by DSBD, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DSBD staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the QTI Business agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DSBD. In the event DSBD determines that a limited scope audit of the QTI Business is appropriate, the QTI Business agrees to comply with any additional instructions provided by DSBD staff to the QTI Business regarding such audit. The QTI Business further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the QTI Business is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the QTI Business expends \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the QTI Business must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. ATTACHMENT I to this agreement indicates Federal resources awarded through DSBD by this agreement. In determining the Federal awards expended in its fiscal year, the QTI Business shall consider all sources of Federal awards, including Federal resources received from DSBD. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the QTI Business conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the QTI Business shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the QTI Business expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the QTI Business expends less than \$300,000 (*\$500,000 for fiscal years ending after*

December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the QTI Business' resources obtained from other than Federal entities).

4. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

PART II: STATE FUNDED

This part is applicable if the QTI Business is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the QTI Business expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such QTI Business (for fiscal years ending September 30, 2004 or thereafter), the QTI Business must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. ATTACHMENT 1 to this agreement indicates state financial assistance awarded through DSBD by this agreement. In determining the state financial assistance expended in its fiscal year, the QTI Business shall consider all sources of state financial assistance, including state financial assistance received from DSBD, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the QTI Business shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the QTI Business expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the QTI Business expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the QTI Business' resources obtained from other than State entities).
4. For information regarding the Florida Single Audit Act, including the Florida Catalog of State Financial Assistance (CSFA), the QTI Business should access the website for the Florida Department of Financial Services located at <https://apps.fldfs.com/fsaa/> for assistance. In addition to the above website, the following websites may be accessed for additional information: The Florida Legislature's website <http://www.leg.state.fl.us/> and the Florida Auditor General's website <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS: Not applicable.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the QTI Business directly to each of the following:

- A. DEO at each of the following address:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, Florida 32399-4126

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

<http://harvester.census.gov/fac/collect/ddeindex.html>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the QTI Business shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, Fl. 32399-4126

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the QTI Business directly to each of the following:

- A. DEO at each of the following address:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, Florida 32399-4126

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:
 - A. DEO at each of the following addresses: N/A
5. Any reports, management letter, or other information required to be submitted to DSBD pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. The QTI Business, when submitting financial reporting packages to DSBD for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the QTI Business in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The QTI Business shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DSBD or its designee, CFO, or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period, whichever is longer. The QTI Business shall ensure that audit working papers are made available to DSBD, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DSBD.

**Exhibit A
Attachment I**

FEDERAL RESOURCES AWARDED TO THE QTI BUSINESS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

**Federal Program: none
COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Federal Program: none

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program: none

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: AWARDED BY DEPARTMENT OF ECONOMIC OPPORTUNITY, DIVISION OF STRATEGIC BUSINESS:

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
14-00714	QTI	2021-2022	40.011	Qualified Target Industry	\$162,000.00	107390
Total Award					\$162,000.00	

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:
For each program identified above, the recipient shall comply with the program requirements described in the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The purposes for which the funds are to be used are limited to those consistent with the QTI Business' Project commitments specified in this Agreement. Any match required is clearly indicated in this Agreement.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit I be provided to the recipient.

EXHIBIT B

EXHIBIT B

RWC Group, LLC

Criteria for Measuring the Achievement of Performance Conditions Under the Qualified Target Industry Tax Refund Program

Calculations/Documentation for Project Jobs and Project Wage, and Documentation of Tax Payments

Unless context otherwise requires, capitalized terms used, but not defined, in this Exhibit B have the meanings given to such terms in the Qualified Target Industry Tax Refund Agreement to which this Exhibit is attached (the "QTI Agreement").

Annual tax refund claims, as authorized in Section 8(b) of the QTI Agreement, must be made on an application form provided by DSBD and must include the information and documentation in accordance with this Exhibit B.

Section I of this Exhibit defines the Refund Period. Sections II, III, and IV explain the methods that will be used to determine the number of Project Jobs and the Average Project Wage (the "APW") of the Project Jobs to determine if the Project Wage requirements have been satisfied, and the documentation required for verification of the Project Job Requirements. Section V lists the tax payments that are eligible for refund and the documentation needed to verify those tax payments.

The QTI Business must maintain all related forms and supporting documentation and make these materials available to DSBD as required in Sections 6(k) and 13 of the QTI Agreement.

Section I. REFUND PERIOD

Refund Period -- For the first tax refund claim, the Refund Period is defined as the period from the Effective Date until December 31st of the year in which the first Project Jobs are scheduled to be created pursuant to Section 6(c) of the QTI Agreement.

For the second and subsequent claim years, the Refund Period is January 1st to December 31st of the applicable claim year.

Section II. PROJECT JOB DEFINITIONS AND DETERMINATION. The following definitions and procedures must be used in determining and reporting the number of Project Jobs dedicated to the Project. **The Project Jobs must work at the Project's location(s); provided, however, that up to five percent (5%) of the Project Jobs in any Refund Period may work remotely so long as such Project Jobs are (A) based at the Project's location(s) and (B) such Project Jobs are held by legal residents of the city and/or county that is either providing Local Financial Support or that have been granted a waiver by DSBD from contributing Local Financial Support.**

A. Definitions:

1. **Project Job** – A "Project Job" for purposes of the QTI Agreement means a full-time salaried employee, or a full-time equivalent (an "FTE") employee who works at least 35 paid hours per week, performing tasks directly related to the products or services of the Project. Project Jobs may include positions obtained from a temporary employment agency or employee leasing company, through a union agreement, or co-employment under a professional employer organization agreement that result directly from the Project in this

state. In tabulating hours worked, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included.

2. **Leased Employees** – Leased employees may be counted toward a QTI Business' jobs requirement if: they are under the direct supervision of the QTI Business; they work with the QTI Business' employees at the Project's location(s) a minimum of 35 hours per week; and are engaged to meet an on-going labor requirement directly resulting from the Project. The actual wages earned and time worked by leased employees at the Project's location(s) must be fully documented to the satisfaction of DSBD.

Independent Contractors meeting the above criteria of leased employees may also be counted towards the QTI Business' job requirement so long as the actual wages paid, excluding expenses, by the QTI Business are documented on a form 1099 Miscellaneous Income to the individual person. Unless payments are in substance for individual independent contractors, payments made to limited liability companies or other business entities (identified on the 1099 with an FEIN) generally do not qualify as Project Jobs as they relate to the "fee-for-service" arrangement described below.

Employees of a business (other than a Subsidiary QTI Business or an Affiliate QTI Business) that has entered into a fee-for-service contract with the QTI Business in which the primary purpose of the contract is to perform services (rather than to provide individual employees) are generally not Project Jobs. Although any determination will ultimately depend on the facts and circumstances of the arrangement, examples of fee-for-service contracts in which the service providers' employees are generally not considered "Project Jobs" include, but are not limited to, mail-room services, janitorial and landscaping services, food-service providers, accounting services provided by independent certified public accounting firms and legal services provided by law firms.

3. **Base Jobs** – Base Jobs are those positions paid directly or indirectly by the QTI Business during the 12 months prior to the LPI Date. The Base Job number is important because it is subtracted from the aggregate number of jobs at the location(s) of the Project to calculate the Project Jobs. The number of Base Jobs is often established by the QTI Business and DSBD prior to execution of the QTI Agreement, and may be documented by the QTI Business' payroll records, RT-6 filings to the Florida Department of Revenue or by other employment documentation submitted to DSBD by the QTI Business. Once the number of Base Jobs is set, that number is used for all tax refund claims associated with the Project.
4. **New Project Jobs** – Jobs only constitute Project Jobs if they are created on or after the LPI Date, and only if they result in a net increase in overall employment at the Project's location(s) in connection with the Project during the applicable Refund Period.

Jobs are not considered new if they are (i) moved from an Affiliate or Subsidiary in Florida to the QTI Business; (ii) are Florida jobs that are assumed by the QTI Business as part of, or in connection with, a merger or asset or equity acquisition; (iii) moved from another Florida location of the QTI Business to the Project's location(s); or (iv) moved from any other Florida business unit of the QTI Business or any of its Affiliates or Subsidiaries unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the wage of the transferred position(s). The Company must provide evidence to DSBD's satisfaction of any such back-filled positions, including the wages of such position(s).

Finally, no temporary construction jobs involved with the construction or renovation of facilities in connection with the Project; temporary or seasonal jobs associated with cyclical business activities or to substitute for permanent employees on a leave of absence; nor any jobs that were previously included in any approved application for incentives under Sections 288.1045, 288.106, 288.107, or 288.1088 of the Florida Statutes (other than incentives approved in connection with the Project under Sections 288.107 or 288.1088 of the Florida Statutes no more than six (6) months prior to the Certification Date) may be included as Project Jobs under the QTI Agreement.

B. Calculation of Project Jobs

The following methods will be used to determine the number of Project Jobs for each Refund Period.

(1) **Monthly Head count of Salaried Project Jobs:** For salaried Project Jobs, add the monthly totals of salaried full-time jobs and divide by the number of months.

(2) **Monthly Average of FTE Project Jobs:** For FTE Project Jobs, add the hours worked each month by hourly employees and divide by 151.6 hours (*1820 hours per year divided by 12 months*) to calculate the number of FTE Project Jobs. If the QTI Business uses pay periods of less than one month, total all of the reported hours worked by the FTEs during the Refund Period and divide by 1,820 (*35 hours x 52 weeks*) to determine the average FTE employment for the Period. No individual may be considered more than one FTE regardless of the number of hours worked by such individual.

(3) **Project Job Calculation** – In order to satisfy the Project Job creation requirements in accordance with Section 6(b) of the QTI Agreement, the number of Base Jobs plus the number of Project Jobs created on or after the LPI Date must equal or exceed the number of Base Jobs plus the number of Project Jobs required to be created in accordance with Section 6(c) of the QTI Agreement for the applicable Refund Period.

EXAMPLES OF CALCULATIONS THAT DSBDB WILL USE:

Example #1: If the QTI Business is a new-to-Florida business with **zero Base Jobs** and agrees to create 50 net-new jobs by December 31 of the first Refund Period and an additional 65 net-new jobs by December 31 of the second Refund Period, 80 net-new jobs the third Refund Period, and 100 jobs the fourth and final Period (and final job-creation year), the claims will be evaluated as follows:

1. The claim evaluation for the first Refund Period compares the average of actual employment for the months or pay periods within Refund Period 1 against the required number of jobs (50) scheduled in the QTI Agreement. If the QTI Business has been in operation at the Project's location(s) fewer than 12 months in the first Refund Period, DSBDB typically compares the December 1st-31st headcount or FTE count to the required number of jobs scheduled in the first phase pursuant to the QTI Agreement.

DSBDB will consider, at the request of the QTI Business, calculating the number of Project Jobs created by the QTI Business during all of the months that the QTI Business was in operation at the Project's location(s) during the first Refund Period by adding the jobs created each month and dividing by the number of months.

1. The calculation in the second and subsequent claim years involving job creation will be performed in one of two ways:

- **Actual Monthly Average:** Compare the average of actual employment for the second Refund Period of January 1 through December 31 against the 140 cumulative Project Jobs scheduled for this period (25 Base Jobs plus the 115 new jobs). **Example:** The QTI Business reported a total of 1,700 employees in Refund Period 2. The 1,700 number is divided by 12 for a monthly average of 142 (rounded up). Subtract the 25 Base Jobs, and the total is 117 – greater than the scheduled amount of new jobs.
- **Growth and Maintenance Method (“Option B”):** First, determine the actual number of confirmed Project Jobs associated with the Project on December 31 of the applicable Refund Period. Then, calculate the actual monthly average of Project Jobs, and compare that to the required total number of cumulative Project Jobs required for the applicable Refund Period pursuant to the terms of the QTI Agreement. If the confirmed December Project Jobs are at least equal to the number of total Project Jobs required during the applicable Refund Period pursuant to the terms of the QTI Agreement, **AND** if the actual monthly average of Project Jobs are at least equal to the number of required cumulative Project Jobs for the previous Refund Period (demonstrating maintenance of the previous job creation requirements) pursuant to the terms of the QTI Agreement, then the QTI Business will be deemed to have satisfied the applicable Project Job requirements.

If the QTI Business satisfies the Minimum Project Wage Requirement in a Refund Period, the QTI Business will be eligible to receive a reduced tax refund in respect of such Refund Period in accordance with Section 8(c) of the QTI Agreement if it has maintained the cumulative Project Jobs, and created at least 80% of the Project Jobs required to be created in such Refund Period by December 31 of such Refund Period.

Using the Example #1 numbers listed earlier, the QTI Business with a zero base Jobs must have created 50 jobs during the first Refund Period and 65 during the second Refund Period. If the QTI Business has maintained a cumulative monthly average of at least 50 Project Jobs created during the first Refund Period, and has 110 total Project Jobs by December 31, then the QTI Business will be eligible for a reduced tax refund of 95.6%, less the 5% statutory penalty.

2. Once the Project enters the maintenance phase, the Project Jobs calculation will be a 12-month actual average of Project Jobs compared against the total Project Jobs required pursuant to the QTI Agreement. Using the example QTI Business, by the end of the four-year job creation schedule, the QTI Business must have created 295 jobs. In Refund Period 5, the QTI Business reports a total of 3,600 employees. Dividing that number by 12 equals 300 on average – greater than the 295 commitment.

Example #2: If the QTI Business has 25 Base Jobs, using the job-creation schedule in Example #1 above, DSBD will calculate the number of Project Jobs as follows:

2. The claim evaluation for the first Refund Period would subtract the 25 Base Jobs from the actual employment for the period December 1 through December 31 of Refund Period 1 to calculate the net-new Project Jobs.

3. The calculation in the second and subsequent claim years involving job creation will be performed in one of two ways:
- **Actual Monthly Average:** Compare the average of actual employment for the second Refund Period of January 1 through December 31 against the 140 cumulative Project Jobs scheduled for this period (25 Base Jobs plus the 115 new jobs). **Example:** The QTI Business reported a total of 1,700 employees in Refund Period 2. The 1,700 number is divided by 12 for a monthly average of 142 (rounded up). Subtract the 25 Base Jobs, and the total is 117 – greater than the scheduled amount of new jobs.
 - **Growth and Maintenance Method (“Option B”):** First, determine the actual number of confirmed Project Jobs associated with the Project on December 31 of the applicable Refund Period. Then, calculate the actual monthly average of Project Jobs, and compare that to the required total number of cumulative Project Jobs required for the applicable Refund Period pursuant to the terms of the QTI Agreement. If the confirmed December Project Jobs are at least equal to the number of total Project Jobs required during the applicable Refund Period pursuant to the terms of the QTI Agreement, **AND** if the actual monthly average of Project Jobs are at least equal to the number of required cumulative Project Jobs for the previous Refund Period (demonstrating maintenance of the previous job creation requirements) pursuant to the terms of the QTI Agreement, then the QTI Business will be deemed to have satisfied the applicable Project Job requirements.
3. Once the Project enters the maintenance phase, the Project Jobs calculation will be a 12-month average of jobs compared against the total number of Project Jobs required pursuant to the QTI Agreement for the applicable Refund Period. Using the above example, by the end of four-year job creation schedule, the QTI Business must have created and retained 295 jobs and maintained the 25 Base Jobs. In the Fifth Refund Period, the QTI Business reports total confirmed 3,900 employees; divide by 12 to get 325, then subtract the 25 Base Jobs, for an actual monthly average of 300 – greater than the 295 commitment.

Section III. AVERAGE ANNUAL WAGE (APW) DETERMINATION

- A. **Definition** – In calculating the APW for Project Jobs during the applicable Refund Period, the following forms of compensation may be included for all Project Jobs as determined in Section II of this Exhibit B:
- Wages;
 - Salaries;
 - Commissions;
 - Bonuses;
 - Advances given to an employee against future earnings;
 - Vacation pay;
 - Sick leave pay;
 - Dismissal pay;
 - Cash Prizes and Awards;
 - Supplemental payments to make up the difference between regular pay and jury-duty pay or workers’ compensation benefits; and
 - Payments to employees on leave while serving in the military.

Bonuses and other one-time salary increases may not be annualized.

Benefits may be included in the APW calculation **ONLY IF**, as a company policy, the employee has the option of accepting the value of the benefits in the form of cash payments, and converts the benefit to cash within the Refund Period.

Whichever method the QTI Business uses to calculate the Projects Jobs – head count or FTE – also must be used to in its APW calculation.

(B) Except in a situation as described in (C) below, the APW for a Refund Period must be determined in a manner consistent with the following procedure: actual wages, salaries and other payments (as listed in paragraph A above) for **new Project Jobs only** (as defined in Section II.A. of this Exhibit) for each pay period are added, then divided by the number of net-new Project Jobs.

If a QTI Business creates more new jobs than scheduled, the QTI Business may identify which Project Jobs' wages must be considered in the APW calculations, as long as the Project Jobs whose associated wages are the basis for the calculation, were created during the applicable Claim Period, pursuant to the QTI Agreement.

Example: A job-creation phase requires the creation of 100 Project Jobs at an average wage of \$30,000 per year. If 120 net-new Project Jobs are created by the QTI Business, paying a range of salaries, some higher than the required average and others lower, then the QTI Business has the responsibility to identify the 100 new Project Jobs whose associated wages it wants used in the APW calculation.

(C) If the First Refund Period is less than 12 months, then the actual wages paid to new Project Jobs in the **First Refund Period only** may be annualized to calculate the annual average wage.

Example: A QTI Business begins operations in May of its First Claim Period, and has a steady buildup of hiring. DSB would add actual wages of the employees on the payroll December 1st -31st and divide by the number of December employees, then multiply that average December wage by 12 to obtain the APW.

Section IV. EMPLOYMENT AND WAGE DOCUMENTATION

Documentation to support jobs and wage data must be submitted along with the claim application.

Excel spreadsheets, in electronic format, must be submitted with the claim application. The spreadsheet **must include** the following information:

- Name of each employee;
- A unique identifying employee number (not the Social Security Number);
- The hire date of the employee;
- If applicable, the relocation date of the employee, and relocation from where;
- If applicable, the termination date of the employee;
- Simple job description of each employee (CEO, Engineer, IT technician, Foreman, etc.); and
- **Actual** wages paid (monthly, bi-weekly, or some other pay period).

If you choose to submit a password-protected Excel spreadsheet, please provide the password in a separate email to the Compliance Analyst assigned to your claim.

Also, please do not embed cell formulas or other mathematical calculations in the Excel spreadsheet you submit.

In addition, the QTI Business should clearly explain, as a part of the QTI claim submission, how the information it is submitting may be different from the information submitted for unemployment compensation purposes. For example, it might be the case that the QTI Business has a number of part-time workers and therefore the unemployment compensation information overstates the number of full-time equivalent employees and understates the average wage. Or, it may be the case that the QTI Business is a part of a larger or statewide reporting unit and the QTI Business cannot be identified within the information submitted for unemployment compensation purposes. Situations such as these should be clearly explained in the documentation. Additionally, a QTI Business that is part of a larger or statewide reporting unit with multiple worksites should provide the quarterly Multiple Worksite Reports-BLS 3020 for the Refund Period.

Section V. DOCUMENTATION OF TAX PAYMENTS

Under the QTI Agreement, **tax payments** are payment of eligible taxes to the State of Florida and/or its local government(s) by the QTI Business.

Only **Corporate Income** and **Insurance Premium** taxes that become **due and are paid after the beginning of the QTI Business' first taxable year that begins after entering into the QTI Agreement** pursuant to Section 288.106(3)(d) of the Florida Statutes and before the date a claim is made may be used to claim a tax refund under the QTI Agreement.

For example, a new QTI Business' fiscal year runs January through December. The QTI Agreement for this business is executed on March 15, 2013. The first corporate income tax liability that may be claimed by the QTI Business on its QTI Tax Refund Application is the liability **due and paid after January 1, 2014**. The QTI Business may report it for the calendar 2014 QTI Refund Period (FY 2015-2016).

All other eligible taxes – **Sales & Use**, **Intangible Personal Property**, **Excise (Documentary Stamp)**, **Ad valorem**, and **State Communication Services** – that become due and are paid **after the Effective Date** be used to claim a tax refund. In addition, tax payments, or any portion(s) of tax payments, used to claim a tax refund under the QTI Agreement may not be used as the basis of another tax refund claim under this or any other tax refund agreement with DSBD. However, eligible tax payments or portion(s) of eligible tax payments reported and confirmed, but not used on a previous QTI tax refund claim, may be carried forward and used against eligible tax refund claims in subsequent years.

Credits, tax refunds or exemptions that are applied to eligible tax payment(s) after the payment(s) has/have been used as the basis for a tax refund payment under the QTI Agreement must be reimbursed to DSBD within 20 days after receiving the credits, tax refunds, or exemptions pursuant to Section 288.106(3)(e) of the Florida Statutes.

If, for any Claim Period, the QTI Business does not have eligible tax payments in an amount sufficient to support the full tax refund authorized in Section 8(b) of the QTI Agreement, the **QTI Business may not claim tax refunds in excess of the amount of eligible tax payments made**. The balance of any tax refunds authorized in Section 7 of the QTI Agreement that are not claimed in the fiscal year for which they were authorized, may **not** be carried forward to a subsequent year. However, the balance of any eligible tax payments made, which are not used as the basis of a tax refund claim, may be carried forward.

TAXES WHICH MAY BE REFUNDED: Each of the numbered items below represents a tax that is

eligible to be used as the basis of a scheduled tax refund claim and payment. In all cases, the forms used should be the most current one approved/authorized by the Florida Department of Revenue and, for ad valorem taxes, approved/authorized by the relevant local government office.

A. Taxes on sales, use, and other transactions paid pursuant to Chapter 212 of the Florida Statutes

NOTE: **Sales tax payments made to vendors at the time of purchase**
As payments to vendors cannot be verified through the Department of Revenue, a summary listing must be included with the tax refund claim application. The summary should include the following information: (a) vendor name, (b) invoice number, (c) total invoice amount, (d) total amount paid, (e) tax paid, (f) check number, (g) check date, and (h) check amount. If the applicable tax payments were made by electronic fund transfer (EFT), an EFT or tracking number also should be included. Canceled checks, EFT slips, or bank statements must be provided to DSBD for each sales tax transaction claimed pursuant to Section 288.106(6)(b) of the Florida Statutes. Please remember, if after payment of an invoice, the business receives a credit or tax refund that lowers the actual tax paid to the vendor, the reduction should be deducted from the amount of eligible taxes paid.

AND/OR

Form: Florida Department of Revenue Sales and Use Tax Return
Line: **Taxable Purchases, Tax Collected**
Comment: The sum of all sales tax payments, or that portion of the sum of all sales tax payments, for which a tax refund is claimed.

NOTE: **Only state sales taxes paid by the QTI Business on its purchases within the state of Florida may be used as the basis of claiming a tax refund. Sales taxes collected by a QTI Business' from sales to customers and remitted to the Department of Revenue are not eligible for refund.**

B. Corporate income taxes paid pursuant to Chapter 220 of the Florida Statutes

Form: Florida Corporate Income/Franchise Tax Affiliations Schedule R
Line: **Total amount due**
Comment: If corporate income tax payments are made by an affiliated business on behalf of the QTI Business and/or approved affiliated business(es), an explanation documenting the methodology used to allocate a portion of the corporate income tax to the QTI Business and/or the approved affiliate(s) must be attached to the tax refund claim application. Additionally, the QTI Business must also clearly state whether the corporate tax payment is an estimated payment or finalized corporate tax payment.

Example: Example Company, Inc. is part of an affiliated group of Florida corporations whose parent company files a consolidated corporate income tax return each year. There are two generally accepted methods of calculating how much of the total corporate tax liability may be claimed by Example Company, Inc., on its QTI tax refund application:

- The percentage of Example Company's earnings of the

consolidated Florida earnings for the relevant tax year, multiplied by the Florida corporate income taxes due and paid that same tax year; or

- The percentage of Example Company's employment as a percentage of the affiliated group's total Florida employment in the relevant calendar year, multiplied by the Florida corporate income taxes due and paid that same year.

C. Intangible personal property taxes paid pursuant to Chapter 199 of the Florida Statutes

Form: Florida Intangible Personal Property Tax Return for Corporation, Partnership, & Fiduciary as of January 1, YEAR
Line: Total Due

D. Excise taxes paid on documents pursuant to Chapter 201 of the Florida Statutes

Form: No specific form.
Line: No line number.
Comment: Report the total amount of documentary stamp taxes paid and the period of time in which those taxes were paid. If the QTI Business' accounting method shows documentary excise tax payments as a separate line item, those records must be maintained for audit. Otherwise, at the time a tax refund is requested, and payment of the documentary stamp tax is used as a basis for a portion of that request, a list of all documentary stamp tax payments and dates of those payments must be supplied.

E. Ad valorem taxes paid, as defined in Section. 220.03(1) of the Florida Statutes

Form: Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments OR comparable-required form.
Line: "Taxes and Assessments if Paid in" LESS (Non-ad Valorem Assessments PLUS Bonds—Taxes Levied) TIMES 96 percent
Comment: Submit a copy of the complete billing statement(s) along with a copy of the check or other form of documentation of payment of the tax. Both the ad valorem and non-ad valorem assessment portion of the billing statement copy must legible.

F. Insurance premium taxes, as defined in Section 624.509 of the Florida Statutes

Form: Florida Department of Revenue: Insurance Premium Taxes and Fees -- Calendar Year XXXX.
Line: Amount Due with This Return LESS (Penalty PLUS Interest)
Comment: This tax is only applicable to insurance companies. Report total payment due and paid less any penalty and/or interest payments. Do not include overpayment(s) that are to be refunded.

G. State Communications Services taxes administered under Chapter 202

Comment: This provision does not apply to the gross receipts tax imposed under Chapter 203 and administered under Chapter 202 or the local communications services tax authorized under Section 202.19 Florida Statutes. The eligible taxes appear on business-related telephone, cable

and other communications service billings. Canceled checks, EFT slips, or bank statements must be provided to DSBD for each tax transaction claimed pursuant to Section 288.106(6)(b) of the Florida Statutes.

EXHIBIT C

EXHIBIT C

Subsidiary QTI Businesses

Legal Name of Subsidiary	FEIN	RT Number (if any)
ME Technology Inc.	[REDACTED]	
STELLCON USA INC.	[REDACTED]	

EXHIBIT D

EXHIBIT D

FORM OF JOINDER


This Joinder, dated as of _____ (this "Joinder"), is to that certain Qualified Target Industry Tax Refund Agreement (the "QTI Tax Refund Agreement"), by and between the Division of Strategic Business Development of the Florida Department of Economic Opportunity ("DSBD") and RWC Group, LLC, a Pennsylvania limited liability company (the "Company"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the QTI Tax Refund Agreement.

1. Agreement to be Bound. ME Technology Inc the "Affiliate QTI Business") is an Affiliate and wishes to become an Affiliate QTI Business pursuant to Section 4(c) of the QTI Tax Refund Agreement. The Affiliate QTI Business acknowledges that it has received and reviewed a complete copy of the QTI Tax Refund Agreement. The Affiliate QTI Business agrees that upon execution of this Joinder, the Affiliate QTI Business shall become a party to the QTI Tax Refund Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the QTI Tax Refund Agreement and shall be deemed a QTI Business for all purposes thereof and entitled to all the rights, and subject to all obligations, incidental thereto.

2. Governing Law. This Joinder and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Florida, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the Affiliate QTI Business has executed this Joinder as of the date first written above.

AFFILIATE QTI BUSINESS:


By: Enrado Henry
Name:
Title: CEO